

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

GONZALO MORALES,)	
)	
Plaintiff,)	Case No. 1:18-cv-003210
)	
vs.)	Honorable Judge
)	John J. Tharp
EXTRA MILE PAINTING COMPANY,)	
and JAMES FAIRBANKS,)	
)	
Defendants.)	

DEFENDANTS' OFFER OF JUDGMENT PURSUANT TO FED. R. CIV. P. 68

TO: Paul Luka
Mendoza Law, P.C.
120 S. State St., Ste. 400
Chicago, IL 60603
paul@alexmendozalaw.com

Defendants, Extra Mile Painting Company ("EMPC") and James Fairbanks, ("Fairbanks") (collectively referred to herein as "Defendants"), by their attorneys, Gaffney & Gaffney, P.C., and pursuant to Fed. R. Civ. P. 68, make the following Offer of Judgment to Plaintiff:

1. Gonzalo Morales is the Plaintiff in this action and has asserted claims against Defendants, Extra Mile Painting Company and James Fairbanks.
2. Pursuant to Fed. R. Civ. P. 68, Defendants hereby offer to allow entry of Judgment against them in the amount of \$3,000.00. If this offer is accepted, Plaintiff shall be entitled to Judgment in the total amount of \$3,000.00 plus reasonable costs and reasonable attorney fees incurred as of September 13, 2018, but not thereafter, on Plaintiff's claims as filed within Plaintiff's Complaint, but on no other claims of Plaintiff, such as Plaintiff's claims of discrimination filed with the Illinois Department of Human Rights. Judgment in one total

amount shall be on a joint and several basis against both Defendants but Plaintiff shall be entitled to only one collection thereof.

3. Defendants' offer is unconditional and is made to fully and finally resolve all claims asserted against them in this action. This offer of judgment is made for the purposes specified in Federal Rule of Civil Procedure 68 and shall not be construed as either an admission of liability or that Plaintiff has suffered any damages. Acceptance hereof shall result in a final and binding judgment on all parties, fully and finally resolving all claims, terminating the litigation and barring further action pursuant to the doctrine of *res judicata*.

4. Defendants agree to pay Plaintiff's reasonable costs and attorney fees incurred in this action only as of September 13, 2018, but not thereafter. Fees and costs shall be not be payable on any other claims of Plaintiff such as Plaintiff's claims of discrimination filed with the Illinois Department of Human Rights.

5. The amount of Plaintiff's reasonable attorneys' fees and costs shall be determined either by agreement of the parties or by the Court upon petition.

6. If Plaintiff does not accept this offer in writing within ten (10) days after service hereof, then Defendants' offer shall be deemed withdrawn.

7. If Plaintiff does not accept this offer, he may be prohibited from seeking costs or attorney fees after the making of this offer and Plaintiff may be required to pay Defendants' costs.

/s/ Glenn R. Gaffney
Glenn R. Gaffney
One of Defendants' Attorneys

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CERTIFICATE OF SERVICE

I hereby certify that on September 13, 2018, I served the foregoing **Defendant's Offer of Judgment Pursuant to Fed. R. Civ. P. 68** to Plaintiff's attorney, electronically via email with read receipt requested, as follows:

Paul Luka
Mendoza Law, P.C.
120 S. State St., Ste. 400
Chicago, IL 60603
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/s/ Glenn R. Gaffney
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One of Defendants' Attorneys

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